

1 ARNOLD C. LAKIND  
(alakind@szaferman.com)  
2 SZAFERMAN, LAKIND, BLUMSTEIN,  
BLADER & LEHMANN, P.C.  
3 Quakerbridge Executive Center  
101 Grovers Mill Road, Suite 104  
4 Lawrenceville, New Jersey 08648  
Telephone: (609) 275 0400  
5 Facsimile: (609) 275-4511

6 GREGORY E. KELLER (*Pro Hac Vice Admission to be Sought*)  
(gkeller@chitwoodlaw.com)  
7 DARREN T. KAPLAN (*Pro Hac Vice Admission to be Sought*)  
(dkaplan@chitwoodlaw.com)  
8 CHITWOOD HARLEY HARNES LLP  
2300 Promenade II  
9 1230 Peachtree Street, N.E.  
Atlanta, Georgia 30309  
10 Telephone: (404) 873-3900  
Facsimile: (404) 876-4476

11 BRIAN S. KABATECK (*Pro Hac Vice Admission to be Sought*)  
(bsk@kbklawyers.com)  
12 RICHARD L. KELLNER (*Pro Hac Vice Admission to be Sought*)  
(rlk@kbklawyers.com)  
13 ALFREDO TORRIJOS (*Pro Hac Vice Admission to be Sought*)  
(at@kbklawyers.com)  
14 KABATECK BROWN KELLNER LLP  
644 South Figueroa Street  
15 Los Angeles, California 90017  
16 Telephone: (213) 217-5000  
Facsimile: (213) 217-5010

17 Attorneys for Plaintiff and the  
18 proposed class

19  
20 **UNITED STATES DISTRICT COURT**

21 **DISTRICT OF NEW JERSEY**

22 Nathan Cooper, on Behalf of Himself  
and All Others Similarly Situated,

23 Plaintiff,

24 vs.

25 Samsung Electronics America, Inc., a  
26 New York Corporation,

27 Defendant.  
28

Case No. 07-03853 (JLL) (CCC)

**FIRST AMENDED CLASS ACTION  
COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff, Nathan Cooper residing at 4111 N. 21st Street #212, Phoenix, AZ  
2 85016 ("Plaintiff"), individually and on behalf of the Class described below, by his  
3 attorneys, makes the following allegations based upon information and belief,  
4 except as to allegations specifically pertaining to Plaintiff and his counsel, which  
5 are based on personal knowledge. Plaintiff brings this action for damages and  
6 injunctive relief against Defendant Samsung Electronics America, Inc. located at  
7 105 Challenger Rd., Ridgefield Park, New Jersey 07660, demanding a trial by jury.

### 8 9 NATURE OF THE ACTION

10 1. Plaintiff brings this class action against Samsung Electronics  
11 America, Inc. ("Samsung") to recover damages and other relief available at law  
12 and in equity on behalf of himself as well as on behalf of the members of the  
13 following class:

14 *All persons or entities located within the United States*  
15 *who purchased a Samsung television claimed to be*  
16 *"1080p" but which cannot accept digital 1080p signals*  
17 *from any currently available source.*

18 2. Samsung has manufactured and marketed several models of high  
19 definition televisions which Samsung advertised as being "1080p" televisions.  
20 However, a number of the televisions Samsung marketed as being "1080p" are, in  
21 fact, incapable of receiving a 1080p signal via the High-Definition Multimedia  
22 Interface ("HDMI") or Digital Visual Interface ("DVI"). HDMI and DVI are the  
23 only digital connections for any currently available native 1080p source.

24 3. This action arises from the fact that Samsung advertised their high  
25 definition televisions as being "1080p". Consumers, such as Plaintiff, relying on  
26 this assertion paid a premium price for a television capable of receiving a digital  
27 1080p signal from future 1080p sources when, in fact, it could not.

**THE PARTIES**

4. Plaintiff Nathan Cooper is a resident of Maricopa County, Arizona and has previously purchased a HL-R6178W high definition television from Samsung.

5. Plaintiff is informed and believes and thereon alleges that defendant Samsung Electronics America, Inc. ("Samsung") is a New York corporation doing business in the State of New Jersey. Samsung's corporate headquarters are located at 105 Challenger Rd., Ridgefield Park, New Jersey.

**JURISDICTION AND VENUE**

6. This Court has original jurisdiction over the claims asserted herein individually and on behalf of the class pursuant to 28 U.S.C. section 1332, as amended in February 2005 by the Class Action Fairness Act. Jurisdiction is proper because: (1) the amount in controversy in this class action exceeds five million dollars, exclusive of interest and costs; (2) there is complete diversity of citizenship between Plaintiff and Samsung; and (3) a substantial number of the members of the proposed class are citizens of a state different from defendant Samsung. In addition, this Court has original jurisdiction over the claims asserted herein under the Magnuson-Moss Warranty Act (15 U.S.C. § 2301 *et seq.*) pursuant to 15 U.S.C. § 2310(d)(1)(B).

7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a) and (c) in that Samsung resides in this district and a substantial part of the events or omissions giving rise to the claim occurred in the District of New Jersey.

**FACTUAL BACKGROUND**

8. A "television" is a video display combined with an internal tuner to receive television broadcast signals. A "monitor" is a video display without an internal tuner. Television broadcast standards including the technical aspects of a

1 television signal are ultimately governed by the United States Federal  
2 Communications Commission ("FCC").

3 9. The Advanced Television Systems Committee, Inc. ("ATSC"), is an  
4 international organization which develops voluntary standards for digital  
5 television. ATSC member organizations are drawn from the broadcast, broadcast  
6 equipment, motion picture, consumer electronics, computer, cable, satellite, and  
7 semiconductor industries. On December 24, 1996, the FCC adopted the major  
8 elements of the ATSC Digital Television (DTV) Standard (A/53). (MM Docket  
9 No. 87-268) ATSC DTV standards include digital high definition television  
10 ("HDTV") as well as standard definition television ("SDTV") and designate the  
11 applicable standards for HDTV and SDTV as the standards of the Society of  
12 Motion Picture and Television Engineers ("SMPTE").

13 10. In the context of a video image or a video display such as a television,  
14 resolution is measured in "pixels." A pixel is the smallest part of a digitized  
15 image, with each pixel making up a very small part of the entire image. When all  
16 of the pixels are displayed in the correct position, a correct image is visible on the  
17 screen. The more pixels that are distributed vertically and horizontally across a  
18 video display, the greater the "resolution" or detail in the displayed image.

19 11. In addition to the number of pixels used, a video image is also  
20 characterized by its "aspect ratio" or its displayed width divided by its height.  
21 Thus, in describing a video image or display resolution, it is common to  
22 incorporate both the aspect ratio and the total pixels by describing a display or  
23 image as *the number of vertical pixels multiplied by the number of horizontal*  
24 *pixels*. Further, because the aspect ratio is standardized in certain common  
25 resolutions, both the public and the video broadcast and display industry frequently  
26 refer to the number of vertical pixels of a given image or display as shorthand for  
27 the resolution.

28 12. Finally, an image is scanned (i.e. "drawn") on a video display using

1 one of two methods. A “progressive” scan is a method of scanning images in  
2 which the lines of each frame are drawn in sequence, line by line, from top to  
3 bottom. In contrast, an “interlaced” scan displays an image by drawing every other  
4 line starting from the top left corner to the bottom right. A progressive scan  
5 produces a smoother, cleaner image than an interlaced scan, especially with sports  
6 and other motion-intensive content.

7 13. The ATSC DTV standards include a number of standards for HDTV  
8 but broadcasters in the United States currently broadcast HDTV using only two  
9 standards: 1280 x 720 resolution in a progressive scan (“720p”) or 1920 x 1080  
10 resolution in an interlaced scan (“1080i”). Thus, of the two standards, one offers a  
11 progressive scan (720p) while the other offers higher resolution (1080i).

12 14. Both HDTV resolutions are far superior to SDTV which is 640 x 480  
13 resolution in either an interlaced or progressive scan (480i/480p) or even standard  
14 Digital Video Disk (“DVD”) which is usually 720 x 480 in a progressive scan  
15 (480p).

16 15. The ATSC DTV standards also include a standard of 1920 x 1080 in a  
17 progressive scan (“1080p”), however, no broadcaster in the U.S. has ever indicated  
18 that it would consider broadcasting in 1080p, primarily due to bandwidth  
19 limitations. Nevertheless, the existence of the 1080p standard--combining the  
20 smoother progressive scan of 720p with the higher resolution of 1080i--has  
21 intrigued video enthusiasts since the adoption of the DTV standard in 1996.

22 16. HDTV television broadcasts in 720p and 1080i first began in 1999,  
23 and by 2004, all major networks were broadcasting at least some programming in  
24 HDTV. During the same period, sales of HDTV televisions and monitors grew  
25 explosively. Indeed, by 2004, prices on HDTV televisions and monitors actually  
26 began to decline as the market became saturated.

27 17. In 2005, television manufacturers began marketing so-called “1080p”  
28 televisions and monitors. These televisions and monitors had a native resolution of

1 1920 x1080 and displayed using a progressive scan.

2 18. These so-called “1080p” televisions and monitors would “up-convert”  
3 SDTV, DVD and HDTV signals to 1080p for display. Up-conversion can result in  
4 some minor improvements in the image, but it does not make the native image any  
5 sharper because resolution can never be improved. Likewise, a native interlaced  
6 image will lack the smoothness and resolution of a native progressive image, even  
7 when displayed progressively through a process known as “de-interlacing”.

8 19. At the same time that so-called “1080p” televisions and monitors were  
9 introduced, final preparations were underway to release sources that promised to  
10 actually provide native digital 1080p signals. These sources were two competing  
11 technologies each supported by a consortium of consumer electronics, information  
12 technology and media content companies. One such source was High Definition  
13 DVD (“HD-DVD”). Another source was Blu-ray Disc (“Blu-ray”). Samsung  
14 Electronics Co., Ltd., the parent company of defendant Samsung, was a founding  
15 member of the Blu-ray Disc Association and has a permanent seat on the Blu-ray  
16 Disc Association's Board of Directors.

17 20. Both the HD-DVD and Blu-ray consortiums worked closely with all  
18 major consumer electronics manufacturers including Samsung in developing the  
19 standards and technologies for their respective sources. In July and August of  
20 2005, the HD-DVD and Blu-ray consortiums respectively announced that HD-  
21 DVD and Blu-ray players would only output digital 1080p signals via HDMI.

22 21. All Samsung so-called “1080p” televisions have an HDMI input, but  
23 many of Samsung’s so-called “1080p” televisions ***will not accept a 1080p signal***  
24 ***from the HDMI input***. Further, so-called “1080p” televisions that do not accept a  
25 1080p signals via HDMI cannot be upgraded to accept 1080p signals – that  
26 capability must be provided for in the initial design of the television or monitor  
27 circuitry and cannot be retrofitted.

28 22. Until the summer of 2006, ***none of the televisions sold by Samsung***



1 *were capable of accepting a 1080p signal from the HDMI input including*  
2 *Samsung's so-called "1080p" televisions.*

3 23. Despite the fact that Samsung knew that many of its so-called  
4 "1080p" televisions were incapable of accepting 1080p signals via HDMI,  
5 Samsung failed to fully disclose this fact in its advertising and marketing materials.  
6 The advertising and marketing materials published by Samsung would lead a  
7 reasonable reader, and did lead Plaintiff, to believe that Samsung's televisions  
8 could accept a digital 1080p signal.

9 24. Samsung sells high definition televisions throughout the United  
10 States.

11 25. Samsung marketed model numbers HL-R7178W, HL-R6178W, HL-  
12 R5678W, and HL-R5078W as "DLP TV by Samsung – 1080p HDTV." Samsung  
13 charged a significant premium for these models over conventional high definition  
14 televisions.

15 26. While Samsung's model number HL-R7178W, HL-R6178W, HL-  
16 R5678W, and HL-R5078W televisions apparently accept a 1080p signal via the  
17 Video Graphics Array ("VGA") input, this capability is completely meaningless in  
18 the context of a large rear-projection television such as Samsung's so-called  
19 "1080p" televisions because: (1) VGA represents obsolete analog technology that  
20 is an inherently inferior signal source for a digital television; (2) no native digital  
21 1080p source can output digitally via VGA; (3) because of Digital Rights  
22 Management concerns, no future native digital 1080p sources will output via  
23 VGA; and (4) the only conceivable use for a VGA input would be for a personal  
24 computer monitor—an improbable use for a 50" to 71" rear-projection television.

25 27. Based on Samsung's marketing statements, a reasonable consumer  
26 would have no reason to suspect that a television labeled "1080p" and which is  
27 priced significantly above high definition televisions marketed only as "HDTV"  
28 would be incapable of receiving a 1080p signal from any available source capable

1 of delivering a digital 1080p signal.

2 28. Samsung's marketing and advertising materials encouraged  
3 consumers to purchase their so-called "1080p" televisions in large part to be  
4 prepared for the upcoming 1080p sources despite the fact that Samsung knew that  
5 its so-called "1080p" televisions would be, were, and are incapable of receiving  
6 digital 1080p signals from any sources of native 1080p available then, now, and for  
7 the foreseeable future.

8 29. Plaintiff Cooper purchased and owns a Samsung HL-R6178W high  
9 definition television. Plaintiff Cooper purchased his Samsung HL-R6178W  
10 television at an Ultimate Electronics store located in Maricopa County, Arizona  
11 sometime in October 2005.

12 30. Plaintiff Cooper purchased the Samsung HL-R6178W high definition  
13 television because he wanted a top of the line television capable of accepting  
14 digital 1080p signals from upcoming sources. Plaintiff and those similarly  
15 situated, relied upon the representations of Samsung that their televisions would  
16 accept a digital 1080p signal and those representations were a substantial factor in  
17 the decision to purchase a Samsung so-called "1080p" television

18 31. The model name for the Samsung HL-R6178W purchased by Plaintiff  
19 Cooper is the "628 Series 1080p DLP HDTV".

20 32. Plaintiff Cooper paid between \$1,000 and \$1,500 more for the  
21 Samsung HL-R6178W high definition television than for comparable high  
22 definition televisions that were not marketed as "1080p." A significant portion of  
23 the premium Plaintiff Cooper paid for his Samsung "1080p" television was for its  
24 supposed capability to accept digital 1080p signals from upcoming 1080p sources.

25 33. Plaintiff Cooper did not purchase his Samsung HL-R6178W high  
26 definition television for use as a personal computer monitor.

27 34. Plaintiff Cooper is informed and believes and thereon alleges that a  
28 portion of the funds expended on products manufactured by Samsung and



1 purchased at the retail locations of Ultimate Electronics are ultimately returned  
2 back to Samsung through the chain of commerce.

3 35. Plaintiff Cooper owned his Samsung HL-R6178W high definition  
4 television for several months believing that it was capable of receiving a digital  
5 1080p signal from a device capable of delivering a digital 1080p signal.

6 36. Only by unsuccessfully attempting to connect native 1080p devices  
7 did Plaintiff Cooper realize that the Samsung HL-R6178W high definition  
8 television he purchased lacked the capability to accept a digital 1080p signal for  
9 which he had paid a premium price.

10 37. At the time of purchase, Plaintiff Cooper did not know that the  
11 Samsung HL-R6178W high definition television would not accept a digital 1080p  
12 signal from any 1080p sources available then, now, and for the foreseeable future.

13 38. In May 2006, Samsung introduced a new 61" 1080p DLP Television  
14 model which it called the "HL-S6187W". The newer HL-S6187W had almost  
15 identical specifications and features as the older HL-R6178W purchased by  
16 Plaintiff Cooper with one notable exception—the newer HL-S6187W model  
17 accepted 1080p signals via HDMI.

18 39. While neither model of television is still sold in retail stores,  
19 refurbished models of the newer HL-S6187W and the older HL-R6178W are still  
20 sometimes available for sale to the public. A search of refurbished models of  
21 televisions for sale shows that a refurbished HL-R6178W (the model purchased by  
22 Plaintiff Cooper) sells for \$999.99, while the HL-S6187W (the model which  
23 accepts 1080p via HDMI) sells for \$1,349.99.

24 40. Thus, the loss in value to the Plaintiff and the Class between a so-  
25 called "1080p" DLP Television which does not accept 1080p via HDMI and a  
26 1080p television which does accept 1080p via HDMI is \$349 per television.

27

28

**CLASS ACTION ALLEGATIONS**

41. Description of the Class: Plaintiff brings this nationwide class action on behalf of himself and a Class defined as follows:

*All persons or entities located within the United States who purchased a Samsung television claimed to be "1080p" but which cannot accept digital 1080p signals from any currently available source.*

42. Excluded from the Class are governmental entities, Defendant, any entity in which Defendant have a controlling interest, and Defendant' officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

43. Plaintiff and the Class bring this action for equitable, injunctive and declaratory relief pursuant to subdivisions (b)(1), (b)(2) and (b)(3) of rule 23 of the Federal Rules of Civil Procedure.

44. Numerosity: The proposed Class is so numerous that individual joinder of all of its members is impracticable. Due to the nature of the trade and commerce involved, Plaintiff believes that the total number of Class members is at least in the tens of thousands and that the members of the class are geographically dispersed across the United States. While the exact number and identities of the Class members are unknown at this time, such information can be ascertained through appropriate investigation and discovery. The disposition of the claims of the Class members in a single class action will provide substantial benefits to all parties and to the Court.

45. Common Questions of Law and Fact Predominate: There are many questions of law and fact common to the representative Plaintiff and the Class, and those questions substantially predominate over any questions that may affect

1 individual Class members. Common questions of fact and law include, but are not  
2 limited to, the following:

3 a. Whether Samsung has failed to disclose to consumers the  
4 material fact that Samsung televisions marketed as “1080p” were incapable  
5 of accepting a digital 1080p signal from any available source;

6 b. Whether or not Plaintiff and the members of the Class have  
7 been damaged by the wrongs complained of herein, and if so, the measure of  
8 those damages and the nature and extent of other relief that should be  
9 afforded;

10 c. Whether Samsung engaged in unfair, fraudulent, and  
11 unconscionable conduct; and

12 d. Whether Samsung failed to disclose material facts about the  
13 subject Samsung high definition televisions.

14 46. Typicality: Plaintiff’s claims are typical of the claims of the  
15 members of the class. Plaintiff and all members of the class have been similarly  
16 affected by Defendant’s common course of conduct.

17 47. Adequacy of Representation: Plaintiff will fairly and adequately  
18 represent and protect the interests of the Class. Plaintiff has retained counsel with  
19 substantial experience in prosecuting complex and class action litigation. Plaintiff  
20 and his counsel are committed to vigorously prosecuting this action on behalf of  
21 the Class, and have the financial resources to do so. Neither Plaintiff nor his  
22 counsel has any interests adverse to those of the Class.

23 48. Superiority of a Class Action: Plaintiff and the members of the Class  
24 suffered, and will continue to suffer, harm as a result of Defendant’s unlawful and  
25 wrongful conduct. A class action is superior to other available methods for the fair  
26 and efficient adjudication of the present controversy. Individual joinder of all  
27 members of the class is impractical. Even if individual class members had the  
28 resources to pursue individual litigation, it would be unduly burdensome to the

1 courts in which the individual litigation would proceed. Individual litigation  
2 magnifies the delay and expense to all parties in the court system of resolving the  
3 controversies engendered by Defendant's common course of conduct. The class  
4 action device allows a single court to provide the benefits of unitary adjudication,  
5 judicial economy, and the fair and equitable handling of all class members' claims  
6 in a single forum. The conduct of this action as a class action conserves the  
7 resources of the parties and of the judicial system, and protects the rights of the  
8 class. Furthermore, for many, if not most, class members, a class action is the only  
9 feasible mechanism that allows them an opportunity for legal redress and justice.

10 49. Adjudication of individual class members' claims with respect to the  
11 Defendant would, as a practical matter, be dispositive of the interests of other  
12 members not parties to the adjudication, and could substantially impair or impede  
13 the ability of other class members to protect their interests.

14  
15 **FIRST CAUSE OF ACTION**

16 **UNJUST ENRICHMENT**

17 50. Plaintiff realleges the preceding paragraphs as if fully set forth herein  
18 and, to the extent necessary, pleads this cause of action in the alternative.

19 51. Samsung has received money belonging to Plaintiff and the Class  
20 through the sale of so-called "1080p" televisions which were not capable of  
21 receiving digital 1080p signals from any available source.

22 52. As a direct and proximate result of Samsung's misconduct as set forth  
23 above, Samsung has been enriched at the expense of Plaintiff and the Class.

24 53. Under principles of equity and good conscience, Samsung should not  
25 be permitted to keep the full amount of funds it received from Plaintiff and the  
26 Class's purchase of Samsung's so-called "1080p" televisions.

27 54. Samsung should make restitution to Plaintiff and the Class.

28 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

**SECOND CAUSE OF ACTION**  
**FRAUDULENT CONCEALMENT**

55. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative.

56. Samsung knew at all material times that its so-called "1080p" televisions lacked the capability of receiving digital 1080p signals from any available sources, yet marketed these televisions as "1080p".

57. These facts were not known to Plaintiff and the Class.

58. Samsung had a duty to disclose the above known material facts because Samsung knew that these material facts were unknown to Plaintiff and the Class, because Samsung was in a superior position of knowledge with regard to its own technology, and because Samsung chose to make certain representations that presented only a part of the true story and misled consumers about the subject products.

59. Samsung's knowledge that its so-called "1080p" televisions did not accept a digital 1080p signal from any available source, combined with Samsung's knowledge that Plaintiff and the Class reasonably relied upon Samsung to communicate the true state of facts relating to its high definition televisions, creates a legal obligation on Samsung's part to disclose to Plaintiff and the Class that its so-called "1080p" televisions do not accept digital 1080p signals from any available source.

60. Plaintiff and the Class were unaware of the above facts and would not have acted as they did if they had known of the concealed material facts.

61. Samsung intentionally concealed and/or suppressed the above facts with the intent to defraud Plaintiff and the Class and it was foreseeable to Samsung that Plaintiff and the Class would be misled by Samsung's concealment of the above facts.





1 principal reasons to purchase a Samsung so-called "1080p" television.

2 69. The failure of Samsung's so-called "1080p" televisions to accept  
3 digital 1080p signals from any available 1080p source is a breach of the above  
4 implied warranty upon which Plaintiff and the class reasonably relied and which  
5 proximately caused Plaintiff and the class's injury.

6 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

7  
8 **FIFTH CAUSE OF ACTION**

9 **VIOLATIONS OF N.J.S.A. § 56:8-2**

10 70. Plaintiff realleges the preceding paragraphs as if fully set forth herein  
11 and, to the extent necessary, pleads this cause of action in the alternative.

12 71. Plaintiff has standing to pursue this claim as Plaintiff has suffered an  
13 ascertainable loss and actual injury as a result of Samsung's actions as delineated  
14 herein.

15 72. Samsung is engaged in trade and commerce, and maintains its  
16 principal place of business, in the State of New Jersey.

17 73. As discussed in the preceding paragraphs of this Complaint, Samsung  
18 has violated N.J.S.A. § 56:8-2 by engaging in unfair, fraudulent, and  
19 unconscionable conduct, including the following:

20 a. Marketing televisions as "1080p" when they are incapable of  
21 receiving a digital 1080p signal from any available source.

22 b. Misleading consumers with statements regarding the potential  
23 of their products to accept a 1080p signal when in fact the products could not be  
24 modified to accept a digital 1080p signal from any available source.

25 c. Failing to disclose the material fact that the televisions  
26 marketed as "1080p" were incapable of receiving a digital 1080p signal from any  
27 available source.

28 d. Charging consumers significantly more for a television

1 marketed as “1080p” than one not marketed as such when the television was  
2 incapable of accepting a digital 1080p signal from any available source.

3 74. As a proximate cause of Samsung’s conduct, as alleged above,  
4 Plaintiff has suffered an ascertainable and actual loss for which he is entitled to  
5 legal and equitable relief, including treble damages.

6 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

7 **SIXTH CAUSE OF ACTION**  
8 **VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**  
9 **(15 U.S.C. § 2310(d)(1))**

10 75. Plaintiff realleges the preceding paragraphs as if fully set forth herein  
11 and, to the extent necessary, pleads this cause of action in the alternative.

12 76. Plaintiff and the vast majority of the members of the Class are  
13 “consumers” pursuant to 15 U.S.C. § 2301(3).

14 77. Samsung’s so-called “1080p” televisions are “consumer products”  
15 pursuant to 15 U.S.C. § 2301(1).

16 78. Samsung is a “supplier” and “warrantor” pursuant to 15 U.S.C. §  
17 2301(4) and (5) and has supplied a written warranty on the so-called “1080p”  
18 televisions to Plaintiff and the Class.

19 79. The failure of Samsung’s so-called “1080p” televisions to accept  
20 digital 1080p signals from any available source is a failure by Samsung to comply  
21 with its obligations under the Magnuson-Moss Warranty Act (15 U.S.C. § 2301 *et*  
22 *seq.*) and under Samsung’s written and implied warranties to the Plaintiff and the  
23 Class.

24 80. Plaintiff has afforded Samsung a reasonable opportunity to cure such  
25 failure to comply and at the time that Samsung was given such reasonable  
26 opportunity, the Plaintiff notified Samsung that he was acting on behalf of the  
27 Class.

28 81. Plaintiff and the Class have been damaged in an amount which is to

1 be determined at trial, but is in excess of an aggregated amount of \$5,000,000.

2 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

3  
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff and members of the Class request that the Court  
6 enter an order or judgment against the Defendant as follows:

7 1. Certification of the proposed class and notice thereto to be paid by  
8 Defendant;

9 2. Adjudge and decree that Defendant has engaged in the conduct  
10 alleged herein;

11 3. For restitution and disgorgement on certain causes of action;

12 4. For an injunction ordering Defendant to cease and desist from  
13 engaging in the unfair, fraudulent, and/or unconscionable practices alleged in the  
14 Complaint;

15 5. For compensatory, treble and punitive damages according to proof on  
16 certain causes of action;

17 6. For special damages according to proof on certain causes of action;

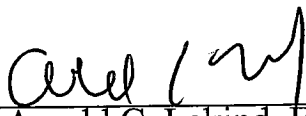
18 7. For both pre and post-judgment interest at the maximum allowable  
19 rate on any amounts awarded;

20 8. Costs of the proceedings herein;

21 9. Reasonable attorneys fees as allowed by statute; and

22 10. Any and all such other and further relief that this Court may deem just  
23 and proper.

24 Dated: January 7, 2008 **SZAFERMAN, LAKIND, BLUMSTEIN, BLADER &**  
25 **LEHMANN, P.C.**

26  
27 By:   
28 Arnold C. Lakind, Esq.

*Counsel for Plaintiff and the class*

**CHITWOOD HARLEY HARNES LLP**

Gregory E. Keller (*Pro Hac Vice Admission to be Sought*)

Darren T. Kaplan (*Pro Hac Vice Admission to be Sought*)  
*Counsel for Plaintiff and the class*

**KABATECK BROWN KELLNER LLP**

Brian S. Kabateck (*Pro Hac Vice Admission to be Sought*)

Richard L. Kellner (*Pro Hac Vice Admission to be Sought*)  
*Counsel for Plaintiff and the class*

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury in the instant action.

Dated: January 7, 2008 **SZAFERMAN, LAKIND, BLUMSTEIN, BLADER & LEHMANN, P.C.**

By: 

Arnold C. Lakind, Esq.

*Counsel for Plaintiff and the class*

**CHITWOOD HARLEY HARNES LLP**

Gregory E. Keller (*Pro Hac Vice Admission to be Sought*)

Darren T. Kaplan (*Pro Hac Vice Admission to be Sought*)  
*Counsel for Plaintiff and the class*

**KABATECK BROWN KELLNER LLP**

Brian S. Kabateck (*Pro Hac Vice Admission to be Sought*)

Richard L. Kellner (*Pro Hac Vice Admission to be Sought*)  
*Counsel for Plaintiff and the class*